

MURIEL B. KAPLAN (SBN: 124607)  
 MICHELE R. STAFFORD (SBN: 172509)  
 SALTZMAN AND JOHNSON LAW CORPORATION  
 120 Howard Street, Suite 520  
 San Francisco, CA 94105  
 Telephone: (415) 882-7900  
 Facsimile: (415) 882-9287  
 email@sjlawcorp.com

Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

BAY AREA PAINTERS AND TAPERS  
 PENSION FUND, et al.,

Plaintiffs,

v.

SONOMA COAST DRYWALL, LLC,

Defendant

) CASE NO.: C 06-6995 SC

)  
 )  
 ) **JUDGMENT PURSUANT TO**  
 ) **STIPULATION**

IT IS HEREBY STIPULATED by and between the parties hereto, that Judgment in the within action may be entered in favor of the plaintiffs and against defendant Sonoma Coast Drywall, LLC. as follows:

1. Defendant entered into the Northern California Drywall Finishers Master Agreement between District Council 16 and Northern California Drywall Contractors Association (hereinafter "Bargaining Agreement"). This Bargaining Agreement has continued in full force and effect to the present time.

2. Alfredo Vasquez, principal of Sonoma Coast Drywall, hereby acknowledges that he is authorized to receive service and has received the following documents in this action: Summons; Complaint; Dispute Resolution Procedures in the Northern District of California; Order Setting Initial Case Management Conference; Order Setting Case Management Conference; Instructions for Completion of ADR Forms Regarding Selection of ADR Process; Stipulation and [Proposed] Order

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Selecting ADR Process; Notice of Need for ADR Phone Conference; ADR Certification by Parties and Counsel; ECF Registration Information Handout; Welcome to the U.S. District Court, San Francisco.

3. Pursuant to the Bargaining Agreement and the Trust Agreements of Plaintiff Funds as amended, which are incorporated into the Bargaining Agreement, defendant is indebted to plaintiffs in the sum of **\$33,175.13**, which includes July through September 2006 contributions as reported by Sonoma Coast, plus 10% liquidated damages, and interest at 7% per annum (through November 15, 2006) on the combined unpaid contributions and liquidated damages for the period July-September 2006, liquidated damages on the late paid contributions for the period February through June 2006, as well as attorneys fees and costs of this action, all as follows:

July 2006

Contributions	\$11,338.36	
Liquidated Damages	\$ 1,133.84	
Interest to	\$ 208.10	
		\$12,680.30

August 2006

Contributions	\$9,223.43	
Liquidated Damages	\$ 922.34	
Interest	\$ 108.96	
		\$10,254.73

September 2006

Contributions	\$3,254.12	
Liquidated Damages	\$ 325.41	
Interest	\$ 17.85	
		\$3,597.38

**Liquidated Damages**

February 2006	\$1,688.10
March 2006	\$2,007.37
April 2006	\$ 450.15

June 2006 \$1,300.10

\$5,445.72

**Attorneys Fees (11/01/06 - 11/9/06)** \$847.00

Costs of Suit \$350.00

**TOTAL \$33,175.13**

4. Defendant shall pay \$33,175.13, plus interest at a rate of seven percent (7%) per annum on the unpaid balance, as follows:

(1) On or before November 15, 2006, and no later than the 15th day of each month thereafter for a period of 12 months, through and including October 15, 2007, defendants shall pay to plaintiffs the amount of **\$2,871.00**.

(2) Defendants shall have the right to increase the monthly payments at any time;

(3) Payments shall be applied first to unpaid interest and then to unpaid principal.

The unpaid principal balance shall bear interest at the rate of 7% per annum from November 16, 2006, until paid in full, in accordance with plaintiffs' Trust Agreements;

(4) Payments shall be made to the Bay Area Painters and Tapers Trust Funds, and delivered to Muriel B. Kaplan, Saltzman & Johnson Law Corporation, 120 Howard Street, Suite 520, San Francisco, CA 94105 **to be received on or before the 15<sup>th</sup> day of each month**, or to such other address as may be specified by plaintiffs;

(5) Prior to defendant's final payment hereunder, plaintiffs shall advise defendant of the final amount due, including any additional amounts incurred under the terms of this Stipulation, and that amount shall be paid with the last payment, on or before October 15, 2007.

5. Beginning with contributions due for hours worked by defendant's employees during **October 2006**, to be received by the Trust Funds no later than **November 20, 2006**, and for every month thereafter until this judgment is satisfied, defendants shall remain current in contributions due to plaintiffs under the current Collective Bargaining Agreement and under all subsequent collective bargaining agreements, if any, and the Declarations of Trust as amended. Failure by Defendant to remain current in its contributions shall constitute a default of the obligations under this agreement and the provisions of Paragraph 7 shall apply. Any such unpaid contributions, together with 10%

1 liquidated damages and 7% per annum interest accrued on those contributions, shall be added to and  
2 become a part of this Judgment and subject to the terms herein. Plaintiffs reserve all rights available  
3 under the applicable Bargaining Agreement and Declarations of Trust of the Trust Funds for  
4 collection of current and future contributions and the provisions of this agreement are in addition  
5 thereto.

6 6. It is further stipulated and agreed that Alfredo Vasquez, principal of Defendant  
7 Sonoma Coast Drywall, LLC, shall personally guarantee payment of the amounts owed by defendant  
8 to the plaintiffs, under the terms of this Stipulation. In consideration of the terms of this Stipulation,  
9 defendant, and Vasquez ("Guarantor"), submit herein to the jurisdiction of this Court and stipulate  
10 to the terms set forth herein for any payments due to Plaintiffs pursuant to paragraphs 4 and 5  
11 herein.

12 7. In the event that Defendant fails to make any payment required under Paragraph 4  
13 above, or fail to remain current in any contributions under paragraph 5 above, then plaintiffs will  
14 provide defendant with a written "notice of default" allowing 7 days from the date of the notice in  
15 which to cure the default. In the event that defendant or Guarantor does not cure the default within  
16 the proscribed time period, then:

17 (A) The entire balance of \$33,175.13, less principal payments received by  
18 Plaintiffs, but increased by any unpaid contributions then due, plus 10% liquidated damages and 7%  
19 per annum interest thereon as provided above shall be immediately due, together with any additional  
20 attorneys' fees and costs under section (D) below.

21 (B) A writ of execution may be obtained against Defendant and Guarantor,  
22 without further legal action, in the amount of the unpaid balance, plus any additional amounts under  
23 the terms herein, upon declaration of a duly authorized representative of the plaintiffs setting forth  
24 any payment theretofore made by or on behalf of defendant and the balance due and owing as of the  
25 date of default.

26 (C) Defendant expressly waives, waives notice of request for Writ of Execution,  
27 and all rights to stay of execution and appeal. Judgment may be entered and a Writ of Execution  
28 issued by a Magistrate or a District Court Judge or clerk of the court, without the necessity of a

noticed motion.

(D) Defendant shall pay all additional costs and attorneys' fees incurred by plaintiffs in this matter, including, but not limited to those in connection with collection of the amounts owed by defendants to plaintiffs under this Stipulation.

8. Any failure on the part of the plaintiffs to take any action against defendant or Guarantor as provided herein in the event of any breach of the provisions of this Stipulation shall not be deemed a waiver of any subsequent breach by the defendants of any provisions herein.

9. Plaintiffs specifically reserve all rights to bring a subsequent action against defendant for the collection of any additional contribution delinquencies found to be due for the hours worked during the periods preceding the date of this Stipulation. Defendant specifically waives the defense of the doctrine of res judicata in any such action.

Dated: November 13, 2006

**Sonoma Coast Drywall, LLC.**

By: /s/  
 Its: Alfredo Vasquez  
 (Title:) Operating Manager

Dated: November 13, 2006

**Alfredo Vasquez**

By: /s/  
 Alfredo Vasquez, individually

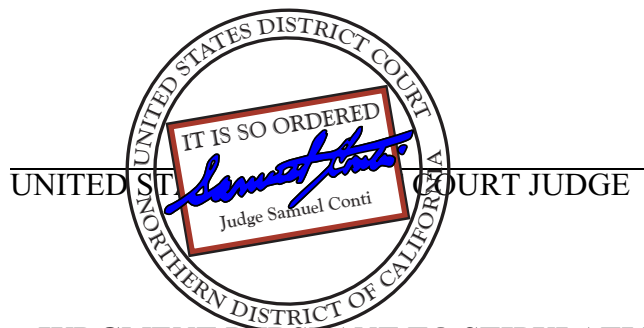
Dated: November 13, 2006

**SALTZMAN & JOHNSON  
 LAW CORPORATION**

By: /s/  
 Muriel B. Kaplan  
 Attorneys for Plaintiffs

**IT IS SO ORDERED.**

Dated: 11/16/06



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